

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

**02-15**

Resolution No. \_\_\_\_\_

Passed \_\_\_\_\_

20\_\_\_\_

**A RESOLUTION AUTHORIZING A MEMORANDUM OF  
UNDERSTANDING BETWEEN THE CITY OF DUBLIN  
AND WASHINGTON TOWNSHIP FOR USE OF THE  
DUBLIN EMERGENCY OPERATIONS CENTER DURING  
A CATASTROPHIC EVENT IN THE TOWNSHIP**

**WHEREAS**, the City of Dublin has an Emergency Operation Center ("EOC") located at the Dublin Justice Center; and

**WHEREAS**, because Washington Township has limited resources, other than its Fire Department, Washington Township needs assistance managing and responding in the event of a disaster or catastrophic event in the Township; and

**WHEREAS**, the City of Dublin and Washington Township have expressed a mutual interest in establishing an agreement to facilitate and encourage the use of the EOC in the event of a disaster or catastrophic event in the Township.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Dublin, State of Ohio, \_\_\_\_\_ of the elected members concurring that:

**Section 1.** The City Manager is hereby authorized to take any and all actions necessary to execute the Memorandum of Understanding, in substantially the same form as attached as Exhibit A.

**Section 2.** This Resolution shall take effect upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor - Presiding Officer

ATTEST:

\_\_\_\_\_  
Clerk of Council



**Office of the City Manager**

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Phone: 614-410-4400 • Fax: 614-410-4490

# Memo

**To:** Dublin City Council  
**From:** Marsha I. Grigsby, City Manager *hgg*  
**Date:** December 31, 2014  
**Initiated By:** Heinz von Eckartsberg, Chief of Police  
Sara G. Ott, Washington Township Administrator  
**Re: Resolution 02-15 - Memorandum of Understanding for Use of  
Emergency Operations Center**

## Summary

Washington Township Administrator Sara Ott and Fire Chief Alec O'Connell requested that the City of Dublin enter into a Memorandum of Understanding with Washington Township to allow the township to use the City of Dublin's Emergency Operations Center (EOC) in the event there is a critical incident in Washington Township that does not impact the City of Dublin.

The City's Emergency Operations Center (EOC), located in the lower level of the Justice Center, is the location from which the coordination of information and resources to support field incident management activities take place. The EOC is designed to support multi-agency coordination and joint information activities.

## Recommendation

Staff recommends approval of Resolution 02-15, authorizing the City Manager to enter into this Memorandum of Understanding.

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Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor - Presiding Officer

ATTEST:

\_\_\_\_\_  
Clerk of Council

Memorandum of Understanding  
FOR USE OF FACILITIES  
In the Event of a Catastrophic Event in the Township

Between

CITY OF DUBLIN

and

WASHINGTON TOWNSHIP

This Memorandum is made and entered into by and between the City of Dublin and Washington Township, to provide a location and opportunity for Washington Township to have access to an operations facility in the event of a disaster or catastrophic event in Washington Township.

**WHEREAS**, the City of Dublin has an Emergency Operation Center (EOC) located at the Dublin Justice Center, 6565 Commerce Parkway, Dublin, Ohio 43017. The EOC is staffed by fire personnel, EMS personnel, street and utility personnel, police personnel, and other essential City personnel; and

**WHEREAS**, because Washington Township has limited resources, other than its Fire Department, Washington Township needs assistance managing and responding in the event of a disaster or catastrophic event in the township; and

**WHEREAS**, the City of Dublin and Washington Township have expressed a mutual interest in establishing an agreement to facilitate and encourage the use of the EOC in the event of a disaster or catastrophic event in the Township; and

**NOW, THEREFORE**, the City of Dublin and Washington Township enter into this Memorandum of Understanding and hereby agree as follows:

1. **Facility.** The City of Dublin accepts designation of the EOC as the command center in the event of a disaster or catastrophic event in Washington Township.
2. **Use of the EOC.** In the event of a disaster or catastrophic event in Washington Township, the Washington Township Fire Chief, or his/her designee, or the Washington Township Administrator, or his/her designee, may request the City of Dublin immediately open the EOC. The request will be made to the Dublin City Manager or the Dublin Police Chief. The request shall not be unreasonably refused.

3. **Modification or Suspension of Normal Activities.** Once Washington Township requests use of the EOC pursuant to this Memorandum, the City of Dublin agrees to alter or suspend all activities in the EOC, except for those activities needed pursuant to this Memorandum or those needed by the City of Dublin to manage an emergency response to a disaster or catastrophic event in the City.
4. **Use of EOC Resources.** In the event of an emergency in either the City of Dublin or Washington Township, the City of Dublin authorizes the use of all the EOC's resources, equipment, building, communication devices, etc. Washington Township may use any EOC resource, equipment and associated system only with the City of Dublin's oversight.
5. **Staffing.** The City of Dublin will manage and staff the EOC, at its own cost, during use of the EOC under this Memorandum, so as to help facilitate, manage, and coordinate an emergency response to a disaster or catastrophic event. Washington Township will assist the City of Dublin however possible, including assigning volunteer staff to the EOC. All staff and/or volunteers assigned by Washington Township will be under the supervision and control of Washington Township, and Washington Township is solely responsible for wages, insurance and workers compensation coverage, if required, for any such individual. Furthermore, Washington Township shall be solely responsible for defending any court action that may be filed against Washington Township, its employees and volunteers for the use of the EOC. If requested by the City of Dublin, Washington Township Trustees may be asked to convene to perform its legislative powers as the emergency situation demands (i.e. emergency legislation for funding, purchasing, etc.).
6. **Recordkeeping.** Time sheets and/or daily logs, showing hours worked and equipment and materials used in the operation of the EOC under this Memorandum, will be recorded by the City of Dublin on a shift-by-shift basis. The City of Dublin is solely responsible for any required documentation of use of the EOC, equipment, and/or resources for state or federal reimbursement. Any such reimbursement shall be paid to the City of Dublin.
7. **Operational Procedures.** The Dublin City Manager, or his/her designee, and the Washington Township Fire Chief, or his/her designee, and the Washington Township Administrator, or his/her designee, are authorized to meet and draft, or have drafted, any necessary operational procedures consistent with, and necessary to carry out, the terms of this Memorandum. Such procedures and any resulting additional agreements will become effective immediately upon approval of each party.
8. **Financial Management.** There shall be no transfer of funds between the City of Dublin and Washington Township for use of the EOC under this Memorandum.

- 9. No Partnership, No Employment.** No City of Dublin employee or Washington Township employee working or volunteering at the EOC shall be deemed an employee of the other. This Memorandum does not create any employment, agency, or partnership relationship between the City of Dublin and Washington Township. Each party is providing services separately to the community. Each party shall be wholly responsible for its own work.
- 10. Protection of Information.** Information essential to effective emergency response will be shared between the City of Dublin and Washington Township, consistent with applicable laws and the need to protect sensitive, confidential, or proprietary information in a manner consistent with Ohio law.
- 11. Duration of Agreement.** This Memorandum shall take effect on the date last executed below. The City of Dublin and Washington Township shall review the Memorandum following a disaster or catastrophic event or five (5) years following the effective date, whichever occurs first. At that time, this Memorandum may be negotiated for renewal.
- 12. Amendments.** This Memorandum may be amended at any time by the signed, written agreement of the City of Dublin and Washington Township.
- 13. Termination.** Either Party may terminate this Memorandum at any time upon thirty (30) days written notice to the other.
- 14. Capacity to Enter Into.** The persons executing this Memorandum, on behalf of the City and Township hereby represent and warrant that they have actual authority to enter into this Memorandum.

CITY OF DUBLIN

WASHINGTON TOWNSHIP

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Stephen J. Smith  
Law Director